

EXHIBIT I



Transcript of **Luisa Read**

Tuesday, August 9, 2022

Lucasys Inc. v. Powerplan, Inc.

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Reference Number: 120751

1
2 IN THE UNITED STATES DISTRICT COURT
3 FOR THE NORTHERN DISTRICT OF GEORGIA
4 ATLANTA DIVISION

5
6 LUCASYS INC.,)

7)

8 Plaintiff,)

Civil Action File

9) No:1:20-cv-2987-AT

10 v.)

11)

12 POWERPLAN, INC.,)

13)

14 Defendant.)

15
16
17
18 --- This is the Videotaped Deposition of LUISA READ,
19 taken at the Courtyard by Marriott Burlington/Oakville,
20 Halton Boardroom, 1110 Burloak Drive, Burlington,
21 Ontario, Canada, L7L 6P8, on Tuesday, the 9th day of
22 August, 2022.
23
24
25

1 Q. Does this reflect what Liberty
2 estimated that it would pay Lucasys for this project?

3 A. Yes.

4 Q. Was that number negotiated, to
5 your knowledge?

6 A. I don't, I don't know. Laura was
7 the one who negotiated it with Lucasys.

8 Q. Okay. Do you recall whether there
9 was any discussion with Lucasys that you were aware of
10 as to whether they would potentially do additional work
11 for Liberty down the line after this engagement?

12 A. Not that I'm aware of, no.

13 Q. Okay. You can put that one aside
14 as well.

15 Lucasys did, in fact, perform some work
16 for Liberty; is that right?

17 A. During this, for this agreement?

18 Q. That's right, pursuant to the
19 services agreement, Exhibit 2.

20 A. There -- I believe Lucasys did
21 participate, I don't know how many, but there were a
22 couple of workshops that they did attend initially to
23 start the work that we needed to do.

24 Q. Okay. Did Liberty have any issue
25 with the work that Lucasys did?

1 A. No.

2 Q. Did Liberty have any reason to
3 terminate Lucasys based on the work that they did
4 pursuant to the agreement?

5 A. No.

6 Q. Okay, but Liberty did, in fact,
7 terminate Lucasys, correct?

8 A. Correct.

9 Q. Okay. And why was that?

10 A. We were made aware by PowerPlan
11 that we are -- we had something in the master services
12 agreement between Liberty and PowerPlan where PowerPlan
13 said we required their consent to have individuals work
14 on their or participate in their workshops and in their
15 sessions.

16 Q. And did PowerPlan provide that
17 consent?

18 A. They did not.

19 Q. Okay.

20 MR. FAZIO: Can I just say before you
21 move on, I'm just going to object to the extent
22 we're -- we haven't identified what topics which
23 witness is covering. This is supposed to be a 30(b)
24 and we've been treating these a bit like they're
25 individual witness depositions, and to the extent we're

1 plowing the exact same ground with multiple witnesses,
2 it's improper under 30(b). So that's -- I just want to
3 get my objection to this on the record.

4 MS. GAGE: Okay.

5 BY MS. GAGE:

6 Q. Would Liberty have continued its
7 relationship with Lucasys if not for PowerPlan asking
8 it to terminate that relationship?

9 MR. FAZIO: Objection. Form.
10 Foundation.

11 MR. CLARK: You can go ahead. I mean,
12 I should have told you that, that there may be times
13 when people object, including me. Unless I ask you not
14 to answer the question, go ahead and answer it.

15 THE WITNESS: Okay. Can you repeat the
16 question, please?

17 BY MS. GAGE:

18 Q. Would Liberty have continued its
19 relationship with Lucasys were it not for PowerPlan
20 objecting to Liberty maintaining the relationship with
21 Lucasys?

22 MR. FAZIO: Objection. Form.

23 THE WITNESS: Yes.

24 BY MS. GAGE:

25 Q. Okay. I want to ask you to look

1 Q. And did he tell you in that
2 morning call that Lucasys could not participate in the
3 workshops?

4 A. Yes.

5 Q. And what was the reason that he
6 gave you for that?

7 A. The reason was we needed to -- we
8 needed to get PowerPlan's consent to have Daniel,
9 Lucasys, participate in the workshops and they were not
10 going to provide the consent.

11 Q. Okay. Did he tell you
12 definitively at that point that they would not provide
13 the consent?

14 A. I don't know specifically what we
15 talked about, but we did talk about other options of
16 consideration to work with Lucasys to see if they can
17 continue to participate.

18 Q. So did he give you the impression
19 at that time that this issue could be worked out in
20 terms of allowing Lucasys to continue?

21 A. Yes.

22 Q. Okay. Looking back at Exhibit 5,
23 I mentioned this earlier, at the very top of the page,
24 there's an e-mail from Mr. Duffy to you within the same
25 chain. It's Tuesday, April 21st, 2020 at 3:09 p.m.:

1 Q. So is it your understanding that
2 PowerPlan effectively banned you from using Lucasys in
3 this consulting role?

4 MR. FAZIO: Objection. Form.

5 THE WITNESS: Based on the interaction
6 with PowerPlan not providing the consent to have
7 Lucasys, we had to terminate our agreement with
8 Lucasys.

9 BY MS. GAGE:

10 Q. Did you feel like PowerPlan was
11 bullying Liberty?

12 MR. FAZIO: Objection. Form.

13 THE WITNESS: Not -- I don't believe so
14 because we did try to work together with PowerPlan to
15 come up with other options to continue to have Lucasys
16 participate.

17 BY MS. GAGE:

18 Q. Flip back to the first page of
19 this Exhibit 6. Above the e-mail that we just
20 discussed is a response from you to Mr. Duffy. It's
21 also on April 21st, and the time stamped is 6:51 p.m.,
22 so that's approximately ten minutes. It's 12 minutes
23 after his e-mail to you. Do you see that?

24 A. Yes.

25 Q. He writes: